

ten (10) days after demand therefor by the Mortgagee shall bear interest at the Interest Rate from the date of such demand. In case any action, suit or proceeding is brought against the Mortgagee by reason of any occurrence described in this paragraph 43, the Mortgagor, upon request of the Mortgagee, will at the Mortgagor's expense resist and defend such action, suit or proceeding or cause the same to be resisted or defended by counsel designated by the Mortgagor and approved by the Mortgagee, which approval shall not be unreasonably withheld.

44. Notice Upon Acceleration. Whenever the Mortgagee in this Mortgage is given the option to accelerate the maturity of all or part of the obligations, the Mortgagee may, to the extent permitted by law, do so without notice or demand to or upon the Mortgagor except as otherwise specifically provided herein or in the Note.

45. Partnership Authority. The Mortgagor represents and warrants that

(a) The Mortgagor, by proper action which has not been modified or revoked, has duly authorized the execution and delivery of this Mortgage by the partners of the Mortgagor who have executed and delivered this Mortgage and the agreement under which the Mortgagor functions and exists, requires a vote or the consent of the holders of the units of stated capital of the Mortgagor to authorize the execution and delivery of this Mortgage and such vote or consent has been obtained; and

(b) To the best of the Mortgagor's knowledge and belief, no consent of any governmental body, agency or entity is required in connection with the execution and delivery of this Mortgage.

46. After Acquired Property. All property of every kind acquired by the Mortgagor after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Mortgage, shall immediately, upon the acquisition thereof by the Mortgagor and without any further mortgage, conveyance, assignment or transfer,